

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

4600006081  
07-144/8

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR STORM-WATER QUALITY INFORMATION SYSTEM, APPLICATION, TECHNICAL SUPPORT AND PROFESSIONAL SERVICES** (the "First Amendment") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation, and **IDEA INTEGRATION CORP.** ("Contractor"), a Florida corporation doing business in Texas.

**BACKGROUND:**

By Ordinance No. 06-0954, passed and adopted by City Council in September 2006, the City entered into a contract ("Original Contract") (C#4600006081) with Contractor for implementing and maintaining the City's Storm Water Quality Management Information System (SWQMIS) System.

The City and Contractor now desire to amend the Original Contract to enable the City's Public Works and Engineering Department (PWE) to have SWQMIS data on laptops and hand held devices for use by City inspectors in accessing and entering data in the field while conducting inspections of various sites in the City.

For and in consideration of the mutual promises, covenants, agreements, and benefits contained in this First Amendment, the City and Contractor agree as follows:

I.

Article II, "Definitions" of the Original Contract is amended by adding the definitions of the following terms:

"Third Party Hardware" means any hardware purchased by Contractor for the City under this

Agreement.

“Third Party Software” means any software other than Contractor’s proprietary software that Contractor licenses for the City and installs on the laptops and handheld devices provided to the City under this Agreement.

## II.

Section III, A, “Scope of Services” of the Original Contract is amended by adding a new section to read as follows:

### A-1 Scope of Services - Field Access to SWQMIS

(1) In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit “A-1.” Subsections III A, (2), (3), (4) and (5) of the Original Contract apply to all software installed by Contractor on the laptops and handheld devices listed in Exhibit “A-1.”

## III.

Section III, J, “Warranties” is amended by adding the following paragraphs:

- (3) Third Party Software Warranty. Contractor shall provide the City with warranties, if any, provided by the licensor of the Third Party Software licensed to City under this Agreement.
- (4) Third Party Hardware. Contractor shall provide the City with the warranties, if any, provided by the manufacturer of all Third Party Hardware purchased for the City under this Agreement. Contractor shall assist the City in any warranty claims against such manufacturers related to the hardware provided pursuant to such warranty terms during the term of this Agreement and the manufacturer’s warranty period.

Contractor shall also assist the City in coordinating with manufacturer's technical support to ensure that any replacement parts required for the repair of the hardware are obtained from the manufacturer during manufacturer's warranty period and the term of this Agreement.

#### IV.

A new Section IV, A-1, "Payment Terms for Field Access Project Items" is added to read as follows:

A-1 Payment Terms for Field Access Project Items

City shall pay Contractor the sums listed against each Deliverable in Exhibit "B-1" upon installation, delivery, testing and Acceptance of each Deliverable by Director as set out in Section IV(E) of the Original Contract. Contractor warrants that it can provide all the services, equipment and software listed in Exhibits "A-1" and "B-1" for a total price of \$171,954.00.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

**IDEA INTEGRATION, CORP.**

By: [Signature]  
Name: CHRISTOPHER P. MCCONN  
Title: BUS. DEV. MGR.

ATTEST/SEAL (if a corporation)  
WITNESS (if not a corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

[Signature]  
City Purchasing Agent

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney  
L.D. No. \_\_\_\_\_

**CITY OF HOUSTON, TEXAS**

Signed by:

By: [Signature]  
Mayor

ATTEST/SEAL:

[Signature]  
City Secretary

[Signature]  
Director, Public Works and Engineering  
Department

COUNTERSIGNED BY:

[Signature]  
City Controller

DATE COUNTERSIGNED:

12-26-07

**EXHIBIT "A-1"**  
**SCOPE OF SERVICES - FIELD ACCESS TO SWQMIS**

Contractor shall provide the City with field access to the SWQMIS database through mobile devices with wireless capability to enable City field staff to search existing information and update forms from their mobile devices by:

1. supplying two laptops required for running the SWQMIS software;
2. installing two GPS devices on the laptops that meet the following requirements:
  - a. have the ability to tie GPS data directly into the SWQMIS system without requiring a separate integration package;
  - b. provide street tracking;
  - c. respond with at least 15 sec performance;
  - d. are accurate to +/-3m (approximately a body's length away from where a field person is standing)
  - e. tie into WAAS (free federal service) or other service that can provide the accuracy described below; and
  - f. are rugged for use in the field.
3. supplying one handheld device with the required software installed on it for running SWQMIS.
4. Contractor shall provide the following features on the laptops and hand-held device:
  - a. standalone SWQMIS form entry with synching capability to allow field personnel to enter forms even when there is no Wi-Fi connection available and to allow City to synch or transfer data entered in the field to its central repository ;
  - b. software external to the SWQMIS application that allows field personnel to make sketches of a job site and add comments for future reference;
  - c. redlining capability to allow field staff to redline certain data to allow them to correct such redlined data when they detect discrepancies and to make future improvements to the City's GIS data;
  - d. landfill monitoring capability for the City's Health and Solid Waste Departments to enable them to access forms and reports related to storm water quality;
  - e. upgraded enterprise license for the Sharepoint software to enable additional users to access various features on the SWQMIS system; and
  - f. disk array to improve server clustering for failsafe and load balancing of the SWQMIS production system;

**EXHIBIT "B-1"**  
**SWQMIS FIELD ACCESS PROJECT IMPLEMENTATION PLAN COSTS**

ID	DELIVERABLE	DESCRIPTION	NOT TO EXCEED COSTS
M1	<b>Project Plan</b>	<ul style="list-style-type: none"> <li>Prepare for the project (team, location, hardware, software, development environment, sample data, new environment/environment copy)</li> </ul>	\$ 8,450
M2	<b>Requirements Validation, Analysis &amp; Design</b>	<ul style="list-style-type: none"> <li>Detailed requirements gathering</li> <li>System analysis</li> <li>Architecture design</li> <li>Design support</li> </ul>	\$ 17,303
M3	<b>Field Access to SWQMIS - Hardware</b>	<ul style="list-style-type: none"> <li>Provide access to the SWQMIS system via 2 ruggedized field laptops and 1 handheld device, all with GPS capabilities</li> </ul>	\$ 25,800
M4	<b>Standalone Form Entry/Synching</b>	<ul style="list-style-type: none"> <li>Provide ability to locally store form data offline and synch to central data repository</li> </ul>	\$ 23,400
M5	<b>Sketching</b>	<ul style="list-style-type: none"> <li>Provide sketching capabilities</li> </ul>	\$ 5,200
M6	<b>Red-lining</b>	<ul style="list-style-type: none"> <li>Provide ability to redline GIMS layers</li> </ul>	\$ 16,100
M7	<b>Landfill Monitoring/Health Department</b>	<ul style="list-style-type: none"> <li>Add the Landfill Monitoring/Health Department to the SWQMIS system, including forms and reports specific to this department</li> </ul>	\$ 15,080
M8	<b>Add Solid Waste Department</b>	<ul style="list-style-type: none"> <li>Add the Solid Waste Department to the SWQMIS system, including forms and reports specific to this department</li> </ul>	\$ 15,080
M9	<b>Disk Array</b>	<ul style="list-style-type: none"> <li>Purchase a disk array for server clustering</li> </ul>	\$ 3,000
M10	<b>Sharepoint Enterprise License</b>	<ul style="list-style-type: none"> <li>Purchase a Sharepoint Enterprise edition license</li> </ul>	\$ 1,500
M11	<b>Testing</b>	<ul style="list-style-type: none"> <li>Integration testing of application</li> </ul>	\$ 14,404
M12	<b>Deployment</b>	<ul style="list-style-type: none"> <li>Build Document</li> <li>User Acceptance Testing document based upon requirements</li> <li>Deploying application into production environment</li> </ul>	\$ 7,280
M13	<b>Project Management</b>	<ul style="list-style-type: none"> <li>Project Management</li> <li>Project deliverable management</li> </ul>	\$ 19,357
<b>ESTIMATED TOTAL PRICE</b>			<b>\$171,954</b>